

MEMORANDUM

Agenda Item No. 7(F)(1)(A)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: **May 11, 2004**

FROM:


George M. Burgess
County Manager

SUBJECT: Sale of 56 County-Owned
Lots for Infill Housing

RECOMMENDATION

It is recommended that the Board approve the attached resolution declaring fifty-six County-owned lots, identified in Invitation to Bid No. 6 for Sale of County-Owned Lots under the Infill Housing Initiative, surplus; authorizing the sale of twenty-nine parcels to Southern Real Estate Services, Inc. five parcels to Fernando S. Ruiz, two parcels to K & K Custom Homes, Inc., six parcels to Atlantic Realty Ventures, LLC, five parcels to Advanced Community Housing, LLC, and nine parcels to Atlantic Coast Cable Communications, Inc., all that are the highest responsive bidders to Invitation to Bid No. 6 for the Infill Housing Initiative; and authorizing the Mayor to execute the attached County Deeds (Exhibit C) that more specifically identify the properties (Exhibit A). It is further recommended that the Board authorize the County Manager or his designee to release, prior to closing, any County liens that have been placed on the property subsequent to the issuance of the Tax Deed, as authorized by Sections 17-124 and 126 of the County Code. It is also recommended that the Board authorize the release of any additional County liens which were not appropriately filed in the public records, but which may become known subsequent to the passing of this resolution and prior to closing.

BACKGROUND

Commissioner Dr. Barbara M. Carey-Shuler sponsored an ordinance, codified as Sections 17-124 and 126 of the County Code, which created a specific methodology for handling infill housing, including the identification of property and adjacent property; acquisition, transfer and sale of property; reversion of title to the County in the event of non-performance; forgiveness of liens; and construction and rehabilitation loan provisions. Resolution No. R-432-00, approved by the Board of County Commissioners on May 9, 2000, directed the County Manager to identify lots for the Infill Housing Initiative and sell them to the highest bidders through competitive bid. On November 10th, 2003 "Invitation to Bid No. 6" was issued for such purpose, offering for sale fifty-six County-owned lots to the high bidders, subject to the conditions listed below. Failure to comply with any of the conditions will result in the forfeiture of all monetary investments and physical improvements, and title to the properties will revert to Miami-Dade County. The conditions are as follows:

1. That each parcel be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).

2. Obtain building permits and commence construction of home(s) within six (6) months of acquiring the property.
3. Complete construction and obtain certificate of occupancy of the homes within twelve (12) months of acquiring the property.
4. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and SHIP funding.
5. Pay all closing costs to purchase the lots and convey the completed home.

The lots were divided by location into twelve groups. Bids for individual lots were not considered unless they were the only lot in the group. No minimum bid amount was set for any of the groups. The Invitation to Bid was advertised in the Miami Daily Business Review during the second and third weeks in November. Additionally, the Bid was advertised on the Miami-Dade County Web Site. Forty-eight printed bid packages were picked up at GSA and 450 were downloaded from the Web. A non-mandatory Pre-Bid Conference was held on December 3rd, 2003; bids were opened on December 17th, 2003.

Ninety-two bids were received for the twelve groups of properties. The results are as follows:

Group No.	Number of Properties	# of Bids Received	Highest Responsive Bidder	High Bid Amount
1	4	5	Southern Real Estate Services, Inc.	\$35,877.00
2	4	6	Southern Real Estate Services, Inc.	\$37,774.80
3	5	6	Southern Real Estate Services, Inc.	\$50,161.20
4	5	9	Southern Real Estate Services, Inc.	\$64,374.75
5	5	14	Fernando S. Ruiz	\$37,310.00
6	5	9	Southern Real Estate Services, Inc.	\$38,885.40
7	6	10	Southern Real Estate Services, Inc.	\$46,406.74
8	2	6	K & K Custom Homes, Inc.	\$16,100.00
9	6	8	Atlantic Realty Ventures, LLC	\$61,000.00
10	5	8	Advanced Community Housing, LLC	\$30,150.00
11	6	6	Atlantic Coast Cable Communications, Inc.	\$30,000.00
12	3	5	Atlantic Coast Cable Communications, Inc.	\$15,000.00

Each of the high bidders submitted a financial plan detailing how the construction of the homes will be financed, to the satisfaction of Miami-Dade Housing Agency.

The following is pertinent background information on each high bidder:

Southern Real Estate Services, Inc. was established in March of 2000. For the last four years, the firm has been managing realty, including single- and multi-family homes, and apartment buildings throughout Miami-Dade and Broward Counties. In addition, Southern Real Estate Services, Inc. has been involved in the purchase, renovation and resale of foreclosed properties. Mr. Rubel Rodriguez, the president of this company, has many years of experience as a construction superintendent in charge of all phases of construction, from product planning and approval to final inspection walk-through. Southern Real Estate Services, Inc. has a Project Manager, Andreas Poschl, who has over twenty years of construction industry experience as a project manager, general contractor and construction superintendent. Infill Bid Number 6 is the firm's first entry into Miami-Dade County's infill housing program.

Fernando S. Ruiz has over 30 years of local construction industry experience. He is a graduate from the Center for Professional Development in Madrid, Spain, and is the President and sole shareholder of F&F Aluminum and Iron Manufacturer, Inc. Recent County construction contracts that have been awarded to Mr. Ruiz and/or F&F Aluminum and Iron Manufacturing, Inc. include the Northeast Transfer Station for the Miami-Dade County Solid Waste Department, and Lake Lucerne Park for the Miami-Dade County Parks and Recreation Department. Mr. Ruiz has many years of experience in all phases of construction permitting, planning, contracting and construction. He also presently owns various commercial and residential properties located in Miami-Dade County. Infill Bid Number 6 is Mr. Ruiz' first entry into Miami-Dade County's infill housing program.

K & K Custom Homes, Inc. was founded in June of 2002. Mr. Jose L. Diaz, President of the corporation, has over 17 years of experience in the design and construction of residential properties. Mr. Diaz graduated with a Masters Degree in Architecture from the University of Florida and is presently active as an owner-builder of residential construction in Miami-Dade County. Infill Bid Number 6 is K & K Custom Home's first entry into the County's infill housing program.

Atlantic Realty Ventures LLC was established in February of 2003 to build homes in Miami-Dade County. Presently this company is building several custom homes in Coral Gables. The two equal partners in this firm, Mr. Robert De La Riva and Mr. Luis Cornide, have over 9 years of experience in the financial and banking industry. This firm plans on using its own working capital to build homes for the County's infill housing program. A key individual for this firm is Mr. Jose L. Diaz, who as Associate/Project Manager brings over 17 years of experience in the design and construction of residential property to this company. Infill Bid Number 6 is the first entry of Atlantic Realty Ventures, LLC into the County's infill housing program.

Advanced Community Housing LLC is an organization committed to building affordable housing. Mr. Barry Goldmeier, the managing member of Advanced Community Housing LLC, has been an affordable housing developer for the past 10 years. Projects located in Miami that

Mr. Goldmeier has been responsible for include Hainlin Mill Apartments, with 144 mid-rise units built in 1994; Royal Coast, with 174 garden apartment units built in 1995; Hardin Hammock Estates, with 200 single-family homes built in 1997; and Old Cutler Village, with 289 garden apartment units built in 2003.

Atlantic Coast Cable Communications, Inc. was incorporated in March 1998 as an electrical and cable contractor. Jorge Escorcia, a partner in this company, has over 21 years in the cable and construction industry. He is a licensed engineer in Miami-Dade County and was the licensed cable contractor for at least six large building projects located on Miami-Beach. In addition to his licensure, Mr. Escorcia has the ability to draw necessary construction blue prints and has overseen the processing of construction permits on the projects for which he was responsible. The other partner in this firm, Kathy Hurles, has over 14 years experience in the cable industry as a service and project manager. Ms. Hurles has also been active in the last several years as a real estate investor buying properties that she has renovated and sold. Infill Bid Number 6 is the firm's first entry into the County's infill housing program.

LIST OF PRINCIPALS OF HIGH BIDDERS

Company	Principal (s)	Ownership%
Southern Real Estate Services, Inc. 2500 NW 107 Avenue, Suite 102 Miami, FL 33172 305-436-8968	Rubel Rodriguez, President	100%
Fernando S. Ruiz/ F & F Aluminum & Iron Mfg. 2290 NW 17 th Avenue Miami, FL 33142 305-635-3445	Fernando S. Ruiz, President	100%
K & K Custom Homes, Inc. 8592 SW 169 Terrace Palmetto Bay, Florida 33157	Jose Diaz, President Mercedes Diaz, V.P.	50% 50%
Atlantic Realty Ventures, LLC 242 NW LeJuene Road Miami, FL 33126	Robert DeLa Riva, Partner Luis Cornide, Partner	50% 50%
Advanced Community Housing, LLC 1101 Brickell Avenue, Suite 402B Miami, FL 33131 305-350-9898	Barry Goldmeier, Managing Member	100%
Atlantic Coast Cable Communications, Inc. d/b/a Unitec Communications 11401 Knotway Cooper City, FL 33026 305-219-4697	Jorge Escorcia, President Katuska Hurles, V.P.	50% 50%

Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners
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The County acquired all of the properties that are the subject of this bid for Infill Housing via tax deed. Pursuant to Section 197.502(8) F.S., all tax certificates and liens, which predate the issuance of the tax deed to the County, are cancelled and have no further legal force or effect. Subsequent to the title conveyance to the County by tax deed, various liens have been placed against those properties, which require specific Board authorization to release. A list of liens identified on the properties to-date, as well as a sample of the Release of Lien Relative to Infill Housing Initiative of Miami-Dade County, can be found in Exhibit "B" of the resolution.


Assistant County Manager




MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: May 11, 2004

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(F)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(F)(1)(A)
5-11-04

RESOLUTION NO. _____

RESOLUTION DECLARING AS SURPLUS THE FIFTY-SIX COUNTY-OWNED LOTS IDENTIFIED IN INVITATION TO BID NO. 6 FOR SALE OF COUNTY-OWNED LOTS UNDER THE INFILL HOUSING INITIATIVE; AUTHORIZING THE SALE OF LOTS IN GROUP 1, GROUP 2, GROUP 3, GROUP 4, GROUP 6 AND GROUP 7 TO SOUTHERN REAL ESTATE SERVICES, INC.; AUTHORIZING THE SALE OF GROUP 5 TO FERNANDO S. RUIZ; AUTHORIZING THE SALE OF GROUP 8 TO K & K CUSTOM HOMES, INC.; AUTHORIZING THE SALE OF GROUP 9 TO ATLANTIC REALTY VENTURES LLC; AUTHORIZING THE SALE OF GROUP 10 TO ADVANCED COMMUNITY HOUSING LLC; AUTHORIZING THE SALE OF GROUP 11 AND GROUP 12 TO ATLANTIC COAST CABLE COMMUNICATION, INC.; AUTHORIZING THE WAIVER OF ALL COUNTY LIENS PURSUANT TO SECTION 17-126 OF THE CODE; AUTHORIZING THE COUNTY MANAGER TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH SAME; AND AUTHORIZING EXECUTION OF COUNTY DEEDS FOR SUCH PURPOSE

WHEREAS, this Board passed Resolution No. R-432-00 on May 9, 2000 directing the County Manager to identify lots for the Infill Housing Initiative and offer them for sale to the highest responsive bidder in accordance with Florida Statute 125.35; and

WHEREAS, Invitation to Bid No. 6 For Sale of County-owned Lots Under the Infill Housing Initiative was issued offering the sale of fifty-six County-owned lots divided into twelve groups to the high bidder with development restrictions; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, for the properties described in the accompanying County Deeds, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby declares as surplus the fifty-six County-owned lots described in the attached County Deeds, pursuant to Section 125.35 Florida Statutes; authorizes the sale of lots in Group 1, Group 2, Group 3, Group 4, Group 6 and Group 7 to Southern Real Estate Services, Inc.; authorizes the sale of lots in Group 5 to Fernando S. Ruiz; authorizes the sale of lots in Group 8 to K & K Custom Homes, Inc.; authorizes the sale of lots in Group 9 to Atlantic Realty Ventures LLC; authorizes the sale of lots in Group 10 to Advanced Community Housing LLC; authorizes the sale of lots in Group 11 and Group 12 to Atlantic Coast Cable Communications; authorizes the waiver of all County liens pursuant to Section 17-126 of the Code; authorizes the County Manager to take all actions necessary to accomplish the sale and conveyance of said property; and authorizes the Mayor to execute said County Deeds, in substantially the form attached hereto as Exhibit "C".

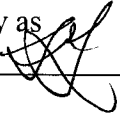
The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Barbara Carey-Shuler, Ed.D., Chairperson	
Katy Sorenson, Vice Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Dennis C. Moss	Betty T. Ferguson
Dorrian D. Rolle	Sally A. Heyman
Natacha Seijas	Joe A. Martinez
Rebeca Sosa	Jimmy L. Morales
Senator Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this
11th day of May, 2004. This Resolution and contract, if not vetoed, shall become
effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

Thomas Goldstein

By: _____
Deputy Clerk

**Property List
Infill Housing Bid No. 6**

Highest Responsive Bidder	Group No.	Folio Number	Address	Dimension	Lot Size	Size Units	Zoning	Assessed Value	Commissioner District
Southern Real Estate Services, Inc.	1	01-3112-028-0060	7621 NW 6 CT	40 X 143	5,720 square feet	C-2		\$5,765	3
		01-3113-006-0240	53 NW 68 TERR	60 X 84	5,040 square feet	R-2		\$16,857	3
		01-3113-006-0340	163 NW 68 TERR	50 X 90	4,500 square feet	R-2		\$14,775	3
		01-3113-020-0150	6244 NE 1 PL	65 X 70	4,550 square feet	R-3		\$22,398	3
Southern Real Estate Services, Inc.	2	01-3113-024-1510	6820 NW 6 CT	40 X 103	4,120 square feet	RU-2		\$10,099	2
		01-3113-024-1581	6821 NW 6 CT	40 X 100	4,000 square feet	RU-2		\$9,883	2
		01-3113-024-1920	6822 NW 5 PL	120 X 100	12,000 square feet	RU-2		\$29,650	2
		01-3113-030-0710	329 NW 59 TERR		5,550 square feet	RU-2		\$13,326	3
Southern Real Estate Services, Inc.	3	01-3113-035-0220	5499 NE MIAMI PL	60 X 110	6,600 square feet	RU-4M		\$29,082	3
		01-3113-038-0120	169 NW 68 ST	50 X 81	4,050 square feet	RU-1		\$9,110	3
		01-3113-042-2300	5537 NW 4 AVE	50 X 125	6,250 square feet	RU-2		\$14,500	3
		01-3113-047-0050	253 NW 55 ST		6,390 square feet	RU-2		\$13,564	3
Southern Real Estate Services, Inc.	4	01-3113-051-0140	97 NE 60 ST	58.7 X 90	5,283 square feet	RU-2		\$17,346	3
		01-3113-063-0280	5931 NW 1 PL		11,000 square feet	RU-2		\$34,238	3
		01-3113-063-0510	5934 NW 1 PL	50 X 110	5,500 square feet	RU-2		\$17,119	3
		01-3113-063-0590	5818 NW 1 PL	60 X 130	7,800 square feet	RU-2		\$22,770	3
Fernando S. Ruiz	5	01-3113-064-0080	163 NE 55 ST	95 X 138	13,110 square feet	R-3		\$50,406	3
		01-3113-065-2450	78 NE 57 ST	55.56 X 106	5,889 square feet	RU-2		\$18,522	3
		01-3122-035-0690	1723 NW 43 ST	40 X 112	4,480 square feet	RU-2		\$8,140	3
		01-3122-035-0720	1745 NW 43 ST	40 X 112	4,480 square feet	RU-2		\$4,884	3
Southern Real Estate Services, Inc.	6	01-3122-035-0871	1871 NW 41 ST	40 X 112	4,440 square feet	RU-2		\$8,087	3
		01-3122-035-0920	1868 NW 42 ST	40 X 111	4,440 square feet	RU-2		\$8,087	3
		01-3122-035-1140	1842 NW 43 ST	40 X 111	4,440 square feet	RU-2		\$8,087	3
		01-3114-018-1440	1470 NW 69 ST	40 X 90	3,600 square feet	RU-1		\$8,510	2
Southern Real Estate Services, Inc.	7	01-3114-021-0781	6310 NW 11 AVE	40 X 104	4,160 square feet	RU-1		\$7,716	2
		01-3123-006-0601	789 NW 50 ST	68 X 80	5,440 square feet	RU-1		\$9,440	3
		01-3123-015-0600	4736 NW 15 CT	50 X 105	5,250 square feet	RU-2		\$14,128	3
		01-3123-015-1120	4612 NW 15 AVE		9,621 square feet	RU-2		\$25,015	3
Southern Real Estate Services, Inc.	8	01-3123-024-0060	1160 NW 51 ST	100 X 85	8,500 square feet	RU-1		\$24,192	3
		01-3123-034-0890	1481 NW 40 ST	50 X 100	5,000 square feet	RU-2		\$8,179	3
		01-3123-037-0220	1401 NW 45 ST	50 X 100	5,000 square feet	RU-2		\$8,179	3
		01-3123-037-4600	1250 NW 39 ST	50 X 100	5,000 square feet	RU-2		\$27,882	3
K & K Custom Homes, Inc.	9	01-3123-040-0240	1350 NW 51 TERR	63 X 102	6,426 square feet	RU-2		\$17,426	3
		01-3126-036-0250	1061 NW 31 ST	50 X 108	5,400 square feet	RU-2		\$36,265	3
		30-5032-000-0990	Adjacent (E) of 17875 SW 103 Ave		6,534 square feet	RU-2		\$1,675	9
		30-5032-000-1341	Adjacent (W) of 10345-10347 SW 181 St		6,750 square feet	RU-2		\$4,050	9
Atlantic Realty Ventures, LLC	3	30-5032-004-0020	10171 W GUAVA ST	100 X 145	13,195 square feet	RU-2		\$8,918	9
		30-5032-010-0111	Adjacent (W) of 10324 SW 172 St	50 X 111	5,550 square feet	RU-2		\$5,273	9

Property List
Infill Housing Bid No. 6

		30-5032-010-0250	Adjacent (E) of 10330 SW 173 St	50 X 111	5,550 square feet	RU-2	\$5,273	9
		30-5032-010-1390	3 lots adjacent (E) of 10280 SW 175 St	75 X 111	8,325 square feet	RU-2	\$9,025	9
		30-5032-010-1410	2 lots adjacent (E) of 10280 SW 175 St	25 X 111	2,775 square feet	RU-2	\$2,636	9
		30-5032-010-1420	Adjacent (E) of 10280 SW 175 St	25 X 111	2,775 square feet	RU-2	\$2,636	9
Advanced Community Housing, LLC	10	30-5032-014-0410	Adjacent (S) of 18220 SW 102 PL	32 X 115	3,680 square feet	RU-2	\$2,716	9
		30-5032-014-0420	2 Lots adjacent (S) of 18220 SW 102 PL	32 X 115	3,680 square feet	RU-2	\$2,716	9
		30-6007-003-0140	11509 SW 216 ST	41 X 140	5,740 square feet	RU-2	\$2,546	9
		30-6018-004-0780	2 Lots adjacent (W) of 10730 SW 219 St	76.6 X 139	10,647 square feet	RU-1	\$6,328	9
		30-6913-002-0210	3 Lots adjacent (S) of 21840 SW 118 Ave	50 X 150	7,500 square feet	RU-1	\$3,375	9
Atlantic Coast Cable Communications, Inc.	11	10-7813-036-0320	740 SW 4 ST		4,064 square feet	R-3	\$4,030	9
		10-7813-043-0200	304 SW 4 CT	50 X 75	3,750 square feet	R-3	\$3,938	9
		10-7813-043-0350	311 SW 5 ST	25 X 62	1,550 square feet	R-3	\$1,628	9
		10-7813-043-0360	307 SW 5 ST	25 X 62	1,550 square feet	R-3	\$1,628	9
		10-7813-043-0370	303 SW 5 ST	25 X 62	1,550 square feet	R-3	\$1,628	9
		10-7813-054-0180	720 SW 12 AVE	50 X 109	5,450 square feet	R-1	\$6,349	9
Atlantic Coast Cable Communications, Inc.	12	16-7824-000-0535	1518 NW 7 Ct		2,901 square feet	RU-2	\$2,901	9
		16-7824-000-0536	1516 NW 7 CT		2,901 square feet	RU-2	\$2,901	9
		16-7824-003-0030	1616 NW 7 PL	50 X 87	4,350 square feet	RU-2	\$4,613	9

Bid #6

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EXHIBIT C

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 01-3112-028-0060, 01-3113-006-0240,

01-3113-006-0340, 01-3113-020-0150

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and SOUTHERN REAL ESTATE SERVICES, INC., party of the second part, whose address is 2500 NW 107 Avenue, Suite 102, Miami, FL 33172:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and revert in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

SOUTHERN REAL ESTATE SERVICES, INC.
EXHIBIT A

Folio # 01-3112-028-0060
LITTLE RIVER SCH TR PB 11-26
LOT 10 LOT SIZE 40.000 X 143

Folio # 01-3113-006-0240
13 53 41
PRAMAR SUB PB 8-110
LOT 26 LESS S6FT FOR ST
LOT SIZE 60.000 X 84

Folio # 01-3113-006-0340
PRAMAR SUB PB 8-110
LOT 37 LOT SIZE 50.000 X 90

Folio # 01-3113-020-0150
EMERALD COURT PB 6-64
LOT 20 LOT SIZE 65 X 70

EXHIBIT C

Instrument prepared by and return to:
Jeff Cutt
Miami-Dade County GSA
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907
Folio No. 01-3113-024-1510, 01-3113-024-1581,
01-3113-024-1920, 01-3113-030-0710

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and SOUTHERN REAL ESTATE SERVICES, INC., party of the second part, whose address is 2500 NW 107 Avenue, Suite 102, Miami, FL 33172:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

SOUTHERN REAL ESTATE SERVICES, INC.
EXHIBIT A

Folio # 01-3113-024-1510
SEVENTH AVE HIGHLANDS PB 14-13
LOT 35 BLK 8
LOT SIZE 40.000 X 103

Folio # 01-3113-024-1581
SEVENTH AVE HIGHLANDS PB 14-13
LOT 5 BLK 9
LOT SIZE 40.000 X 100

Folio # 01-3113-024-1920
13 53 41
SEVENTH AVE HIGHLANDS PB 14-13
LOTS 25 26 & 27 BLK 10
LOT SIZE 120.000 X 100

Folio # 01-3113-030-0710
13 53 41
COLLEGE PARK PB 9-61
LOT 4 BLK 6
LOT SIZE SITE VALUE

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 01-3113-035-0220, 01-3113-038-0120,

01-3113-042-2300, 01-3113-047-0050,

01-3113-051-0140

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and SOUTHERN REAL ESTATE SERVICES, INC., party of the second part, whose address is 2500 NW 107 Avenue, Suite 102, Miami, FL 33172:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

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3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

SOUTHERN REAL ESTATE SERVICES, INC.
EXHIBIT A

Folio # 01-3113-035-0220
54TH ST BUS CENTER SUB PB 22-13
W60FT OF LOTS 1 TO 4 INC BLK 6
LOT SIZE 60.000 X 110

Folio # 01-3113-038-0120
PETERS ADD TO PRAMAR SUB PB 16-22
LOT 12 BLK 2
LOT SIZE 50.000 X 81

Folio # 01-3113-042-2300
13 53 41
BUENA VISTA GDNS PB 5-45
LOT 24 BLK 12
LOT SIZE 50.000 X 125

Folio # 01-3113-047-0050
SANTRY'S RESUB PB 9-139
LOT 8 BLK 3

Folio # 01-3113-051-0140
ROCKMOOR VILLA TR PB 4-182
LOT 1 BLK 3
LOT SIZE 58.700 X 90

As Referenced in Exhibit "B"
Infill Housing Liens – Bid #6
FOLIO NO. 01-3113-042-2300

Claim of lien for Minimum Housing recorded 12/13/2002 Lien No. 87-1090 OR Book 20900, Page 2364.

**BOARD OF COUNTY COMMISSIONERS
SPECIAL RELEASE OF LIEN RELATIVE
TO INFILL HOUSING INITIATIVE**

In accordance with Section 17-126, Miami-Dade County Code, any liens placed on a property by the County or any of its agencies may be released by the Board of County Commissioners if the property has been approved for the Infill Housing Initiative.

Resolution No. R- _____ passed by the Board of County Commissioners on the _____ day of _____, 2004 approved for Infill Housing the sale and waiver of County liens identified in Exhibit B attached hereto for property legally described as follows:

Tax Folio No. **01-3113-042-2300**, A/K/A 13-53-41 BUENA VISTA GARDENS PB 5-45, LOT 24 BLOCK 12, LOT SIZE 50.000 X 125

Witness: The official seal of Miami- Dade County and the hand of the Deputy Clerk thereof, C/O Team Metro, Miami, Florida. As of _____, 2004

CLAUDIA P. FLORES,
Deputy Clerk

Approved for legal sufficiency:

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 01-3113-063-0280, 01-3113-063-0510,

01-3113-063-0590, 01-3113-064-0080,

01-3113-065-2450

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and SOUTHERN REAL ESTATE SERVICES, INC., party of the second part, whose address is 2500 NW 107 Avenue, Suite 102, Miami, FL 33172:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

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4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
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6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

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- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

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IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

SOUTHERN REAL ESTATE SERVICES, INC.
EXHIBIT A

Folio # 01-3113-063-0280
HIGH SCHOOL PARK TR PB 4-44
LOT 9 & 10 BLK 2
LOT SIZE IRREGULAR

Folio # 01-3113-063-0510
HIGH SCHOOL PARK TR PB 4-44
LOT 14 BLK 3
LOT SIZE 50.000 X 110

Folio # 01-3113-063-0590
HIGH SCHOOL PARK TR PB 4-44
LOT 12 BLK 4
LOT SIZE 60.000 X 130

Folio # 01-3113-064-0080
13 53 41
TRANQUILLA PB 4-55
LOTS 9 & 10 LESS S5FT FOR ST &
LESS W5FT LOT 10 FOR ST BLK 1
LOT SIZE 95.000 X 138

Folio # 01-3113-065-2450
DIXIE HIGHWAY TRACT PB 5-24
LOT 3 BLK 19
LOT SIZE 55.560 X 106

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 01-3122-035-0690, 01-3122-035-0720,

01-3122-035-0871, 01-3122-035-0920,

01-3122-035-1140

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and FERNANDO S. RUIZ, party of the second part, whose address is 155 SW 124TH AVENUE, Miami, FL 33184:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

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- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

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IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

FERNANDO S. RUIZ
EXHIBIT A

Folio # 01-3122-035-0690
ALLAPATTAH SCHOOL PB 5-99
LOT 161 BLK 5
LOT SIZE 40.000 X 112

Folio # 01-3122-035-0720
ALLAPATTAH SCHOOL PB 5-99
LOT 165 BLK 5
LOT SIZE 40.000 X 112

Folio # 01-3122-035-0871
ALLAPATTAH SCHOOL PB 5-99
LOT 88 BLK 6
LOT SIZE 40.000 X 112

Folio # 01-3122-035-0920
ALLAPATTAH SCHOOL PB 5-99
LOT 96 BLK 6
LOT SIZE 40.000 X 111

Folio # 01-3122-035-1140
ALLAPATTAH SCHOOL PB 5-99
LOT 131 BLK 7
LOT SIZE 40.000 X 111

EXHIBIT C

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 01-3114-018-1440, 01-3114-021-0781,

01-3123-006-0601, 01-3123-015-0600,

01-3123-015-1120

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and SOUTHERN REAL ESTATE SERVICES, INC., party of the second part, whose address is 2500 NW 107 Avenue, Suite 102, Miami, FL 33172:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

SOUTHERN REAL ESTATE SERVICES, INC.
EXHIBIT A

Folio # 01-3114-018-1440
NEW LIBERTY CITY PB 39-28
LOT 30 BLK 6
LOT SIZE 40.000 X 90

Folio # 01-3114-021-0781
14 53 41
WOODMERE SUB PB 14-11
LOT 12 BLK 4
LOT SIZE 40.000 X 104

Folio # 01-3123-006-0601
BOWLING GREEN PB 5-101
LOT 17 & 18 LESS N1/2 BLK 4
LOT SIZE 68 X 80

Folio # 01-3123-015-0600
N MIAMI EST SEC 3 PB 6-139
LOT 20 BLK 5
LOT SIZE 50.000 X 105

Folio # 01-3123-015-1120
N MIAMI EST SEC 3 PB 6-139
LOT 11 & 12 LESS STS BLK 9
LOT SIZE 9621 SQ FT

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 01-3123-024-0060, 01-3123-034-0890,

01-3123-037-0220, 01-3123-037-4600,

01-3123-040-0240, 01-3126-036-0250

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and SOUTHERN REAL ESTATE SERVICES, INC., party of the second part, whose address is 2500 NW 107 Avenue, Suite 102, Miami, FL 33172:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
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3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

SOUTHERN REAL ESTATE SERVICES, INC.
EXHIBIT A

Folio # 01-3123-024-0060
MARYLAND SUB PB 15-5
LOT 5 & LOT 6 BLK 2
LOT SIZE 100.000 X 85

Folio # 01-3123-034-0890
CORDOVA PARK PB 7-92
LOT 5 BLK 5
LOT SIZE 50.000 X 100

Folio # 01-3123-037-0220
NORTH MIAMI ESTATES PB 5-48
LOT 1 BLK 5
LOT SIZE 50.000 X 100

Folio # 01-3123-037-4600
N MIAMI EST PB 5-48
LOT 1 BLK 51
LOT SIZE 50.000 X 100

Folio # 01-3123-040-0240
23 53 41
PALM PARK RESUB PB 44-33
LOT 35 BLK 7
LOT SIZE 63.000 X 102

Folio # 01-3126-036-0250
SANTA CLARA SUB PB 6-110
LOT 8 BLK 2
LOT SIZE 50.000 X 108

EXHIBIT C

Instrument prepared by and return to:
Jeff Cutt
Miami-Dade County GSA
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907
Folio No. 30-5032-000-0990, 30-5032-000-1341

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and K & K CUSTOM HOMES, INC., party of the second part, whose address is 8592 SW 169 TERRACE, Miami, FL 33157:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

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4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
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6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

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This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

K & K CUSTOM HOMES, INC.
EXHIBIT A

Folio # 30-5032-000-0990

32 55 40 .15 AC

S1/2 OF W1/2 OF NW1/4-SE1/4-NE1/4

SW1/4 & LESS S30FT RD & LESS

N40FT OF S70FT OF W130FT LESS

S75FT OF N95FT OF W130FT

LOT SIZE SITE VALUE

Folio # 30-5032-000-1341

32 55 40 .15 AC

S1/2 OF E50FT OF W1/2 OF NW1/4 OF

NW1/4 OF SE1/4 OF SW1/4

LOT SIZE 6750 SQ FT

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 30-5032-004-0020, 30-5032-010-0111,

30-5032-010-0250, 30-5032-010-1390,

30-5032-010-1410, 30-5032-010-1420

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and ATLANTIC REALTY VENTURES, LLC, party of the second part, whose address is 242 LE JEUNE RD, Miami, FL 33126:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

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(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 30-5032-014-0410, 30-5032-014-0420,

30-6007-003-0140, 30-6018-004-0780,

30-6913-002-0210

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and ADVANCED COMMUNITY HOUSING, LLC, party of the second part, whose address is 1101 Brickell Avenue, #402B, Miami, FL 33131:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

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- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and re-vest in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

ADVANCED COMMUNITY HOUSING, LLC
EXHIBIT A

Folio # 30-5032-014-0410
PLAT OF BLOCKS 2 3 4 5 OF MIDWAY
PB 6-109
LOT 7 BLK 5
LOT SIZE 32.000 X 115

Folio # 30-5032-014-0420
32 55 40 PB 6-109
PLAT OF BLOCKS 2-3-4-5 PF MIDWAY
LOT 8 BLK 5
LOT SIZE 32.000 X 115

Folio # 30-6007-003-0140
LA-GREE SUB PB 38-37
LOT 18 LESS S10FT TO COUNTY
LOT SIZE 41.000 X 140

Folio # 30-6018-004-0780
VICTORY GARDENS PB 49-45
LOT 6 BLK 4
LOT SIZE 76.600 X 139

Folio # 30-6913-002-0210
13 56 39
RANDOLPHS ADDN TO GOULDS PB 6-52
LOT 30 BLK 1
LOT SIZE 50.000 X 150

As Referenced in EXHIBIT "B"
Infill Housing Liens – Bid #6
FOLIO NO. 30-6007-003-0140

Claim of lien for Lot Clearing recorded 07/11/2000 Invoice No.
9900017999 OR Book 19274, Page 591.

**BOARD OF COUNTY COMMISSIONERS
SPECIAL RELEASE OF LIEN RELATIVE
TO INFILL HOUSING INITIATIVE**

In accordance with Section 17-126, Miami-Dade County Code, any liens placed on a property by the County or any of its agencies may be released by the Board of County Commissioners if the property has been approved for the Infill Housing Initiative.

Resolution No. R- _____ passed by the Board of County Commissioners on the _____ day of _____, 2004 approved for Infill Housing the sale and waiver of County liens identified in Exhibit B attached hereto for property legally described as follows:

Tax Folio No. **30-6007-003-0140**, A/K/A 07-56-40 LA-GREE SUB PB 38-37, LOT 8 LESS S10FT, LOT SIZE 41.000 X 140

Witness: The official seal of Miami- Dade County and the hand of the Deputy Clerk thereof, C/O Team Metro, Miami, Florida. As of _____, 2004

CLAUDIA P. FLORES,
Deputy Clerk

Approved for legal sufficiency:

EXHIBIT C

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 10-7813-036-0320, 10-7813-043-0200, 10-7813-043-0350,

10-7813-043-0360, 10-7813-043-0370, 10-7813-054-0180

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and ATLANTIC COAST CABLE COMMUNICATIONS, INC., party of the second part, whose address is 11401 Knotway, Cooper City, FL 33026:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
3. The property shall be reasonably developed or rehabilitated with affordable housing within one year of conveyance.
4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all four deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least ten (10) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and revert in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

**ATLANTIC COAST CABLE COMMUNICATIONS, INC.
EXHIBIT A**

Folio # 10-7813-036-0320
LINCOLN PARK ADD PB 6-185
LOTS 23 & 24 LESS N10FT OF
LOT 24 FOR R/W BLK 2

Folio # 10-7813-043-0200
MC CLAIMS SUB PB 3-6
LOTS 25 & 26
LOT SIZE 50.000 X 75

Folio # 10-7813-043-0350
MC CLAIMS SUB PB 3-6
LOT 46
LOT SIZE 25.000 X 62

Folio # 10-7813-043-0360
MC CLAIMS SUB PB 3-6
LOT 47
LOT SIZE 25.000 X 62

Folio # 10-7813-043-0370
MC CLAIMS SUB PB 3-6
LOT 48
LOT SIZE 25.000 X 62

Folio # 10-7813-054-0180
ROOSEVELT HOMESITES PB 44-35
LOT 9 BLK 2
LOT SIZE 50.000 X 109

EXHIBIT C

Instrument prepared by and return to:

Jeff Cutt

Miami-Dade County GSA

111 N.W. 1 Street, Suite 2460

Miami, Florida 33128-1907

Folio No. 16-7824-000-0535, 16-7824-000-0536,

16-7824-003-0030

COUNTY DEED

THIS DEED, made this ____ day of _____, 2004 A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street Suite 17-202, Miami, Florida 33128-1963, and ATLANTIC COAST CABLE COMMUNICATIONS, INC., party of the second part, whose address is 11401 Knotway, Cooper City, FL 33026:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of _____ Dollars and No/100 (\$_____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Dade County, Florida (the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof

This conveyance is made subject to the following restrictions:

1. Each parcel shall be developed with an affordable single family home that meets the guidelines of the Infill Housing Initiative. The following maximum sale prices are to be used as a guide only and both are subject to change in accordance with applicable funding source guidelines. Currently, the maximum sales price for projects using Surtax funding is \$145,000. The maximum sales price for projects using SHIP funding is \$119,400 (not to exceed \$89.00 per square foot).
2. Build the home(s) to meet or exceed the Minimum Housing Quality Standards for Surtax and Ship funding (See Appendix 4).
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4. The Party of the Second Part shall pay all closing costs to purchase the lots and to convey the completed home.
5. That the home shall remain as affordable housing for at least ten (10) years.
6. The property cannot be transferred prior to obtaining the Certificate of Occupancy of the home without the prior written permission of the Miami-Dade Housing Agency.

The Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

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In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the County. If the Party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and revert in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No. R-_____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2004.

ATLANTIC REALTY VENTURES, INC.
EXHIBIT A

Folio # 30-5032-004-0020
PERRINE SUB PB B-79
LOT 2 BLK 4
LOT SIZE 100.000 X 145

Folio # 30-5032-010-0111
DIXIE HGTS GDNS PB 21-32
LOTS 7 & 8 BLK 2
LOT SIZE 50.000 X 111

Folio # 30-5032-010-0250
DIXIE HGTS GDNS PB 21-32
LOTS 7 & 8 BLK 3
LOT SIZE 50.000 X 111

Folio # 30-5032-010-1390
DIXIE HGTS GDNS PB 21-32
LOTS 11 12 & 13 BLK 9
LOT SIZE 75.000 X 111

Folio # 30-5032-010-1410
DIXIE HGTS GDNS PB 21-32
LOT 14 BLK 9
LOT SIZE 25.000 X 111

Folio # 30-5032-010-1420
DIXIE HGTS GDNS PB 21-32
LOT 15 BLK 9
LOT SIZE 25.000 X 111

**ATLANTIC COAST CABLE COMMUNICATIONS, INC.
EXHIBIT A**

Folio # 16-7824-000-0535

24 57 38 .067 AC M/L

BEG 848.78FT W & 100 FT S OF NE

COR OF NW1/4 TH S27FT W53.03FT

S54.70FT W16.97FT N86.70FT E16.5FT

S5FT E53.50FT TO POB

LOT SIZE 2901 SQ FT

Folio # 16-7824-000-0536

24 57 38 .067 AC M/L

BEG 848.78FT W & 127FT S OF NE

COR OF NW1/4 TH S54.70FT W53.03FT

N54.70FT E53.03FT TO POB

LOT SIZE 2901 SQ FT

Folio # 16-7824-003-0030

SUNNY LAND PARK PB 43-81

LOT SIZE 50.000 X 87